



## DOCUMENT COVERSHEET - Incoming Document Identifier

New Account Title: AMERISTAR MK LTD LIABILITY COMPANY		SSN/TIN#:	
Decedent Name: (If applicable)		SSN/TIN#:	
Date: 09/28/2023	Case Number (TouchPoint): 68863490 <small>*If available - Not required</small>	CIS Number:	00000037622897
Master Business Signature Card #: M _____ (If applicable - For Commercial Use ONLY)			
Tax ID Number: [REDACTED]			
Documents Attached: Internet Research (printed from site) Certificate of Formation LLC Operating Agreement			
Tax ID Number:			
Documents Attached:			
Tax ID Number:			
Documents Attached:			
Tax ID Number:			
Documents Attached:			
Tax ID Number:			
Documents Attached:			
Tax ID Number:			
Documents Attached:			
Tax ID Number:			
Documents Attached:			

Account Number(s): 6323209873
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Exhibit

12

exhibitsticker.com

**INSTRUCTIONS:** 1) Securely attach this form to the document listed in the 'Document Attached' box above.  
2) Forward this form and the attached document, as follows (via courier pick-up):

**IMPORTANT:** If NAO documents include a request for **DATE OF DEATH balances**, forward original request along with required documents immediately to **Decedent Account Processing ROP 112** via inter-track.

**Method of Delivery:** Place in FedEx to RTL330 – Open for Distribution



**Wyoming Secretary of State**  
 Herschler Bldg East, Ste.100 & 101  
 Cheyenne, WY 82002-0020  
 Ph. 307-777-7311

For Office Use Only

**WY Secretary of State**  
**FILED: Sep 26 2023 9:38AM**  
**Original ID: 2023-001336206**

## Limited Liability Company Articles of Organization

- I. The name of the limited liability company is:**  
 AmeriStar MK Ltd. Liability Company
  
- II. The name and physical address of the registered agent of the limited liability company is:**  
 Cloud Peak Law, LLC  
 1095 Sugar View Dr Ste 500  
 Sheridan, WY 82801
  
- III. The mailing address of the limited liability company is:**  
 1309 Coffeen Avenue STE 1200  
 Sheridan, Wyoming 82801
  
- IV. The principal office address of the limited liability company is:**  
 1309 Coffeen Avenue STE 1200  
 Sheridan, Wyoming 82801
  
- V. The organizer of the limited liability company is:**  
 Andrew Pierce  
 1309 Coffeen Avenue STE 1200 Sheridan Wyoming 82801

**Signature:** **Andrew Pierce**

**Date:** 09/26/2023

**Print Name:** Andrew Pierce

**Title:** Authorized Individual

**Email:** reports@wyomingllcattorney.com

**Daytime Phone #:** (307) 683-0983





**Wyoming Secretary of State**  
 Herschler Bldg East, Ste.100 & 101  
 Cheyenne, WY 82002-0020  
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- ☒ I am the person whose signature appears on the filing; that I am authorized to file these documents on behalf of the business entity to which they pertain; and that the information I am submitting is true and correct to the best of my knowledge.
- ☒ I am filing in accordance with the provisions of the Wyoming Limited Liability Company Act, (W.S. 17-29-101 through 17-29-1105) and Registered Offices and Agents Act (W.S. 17-28-101 through 17-28-111).
- ☒ I understand that the information submitted electronically by me will be used to generate Articles of Organization that will be filed with the Wyoming Secretary of State.
- ☒ I intend and agree that the electronic submission of the information set forth herein constitutes my signature for this filing.
- ☒ I have conducted the appropriate name searches to ensure compliance with W.S. 17-16-401.
- ☒ I consent on behalf of the business entity to accept electronic service of process at the email address provided with Article IV, Principal Office Address, under the circumstances specified in W.S. 17-28-104(e).

**Notice Regarding False Filings: Filing a false document could result in criminal penalty and prosecution pursuant to W.S. 6-5-308.**

**W.S. 6-5-308. Penalty for filing false document.**

(a) A person commits a felony punishable by imprisonment for not more than two (2) years, a fine of not more than two thousand dollars (\$2,000.00), or both, if he files with the secretary of state and willfully or knowingly:

(i) Falsifies, conceals or covers up by any trick, scheme or device a material fact;

(ii) Makes any materially false, fictitious or fraudulent statement or representation; or

(iii) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry.

- ☒ I acknowledge having read W.S. 6-5-308.

**Filer is:** ☐ An Individual ☒ An Organization

The Wyoming Secretary of State requires a natural person to sign on behalf of a business entity acting as an incorporator, organizer, or partner. The following individual is signing on behalf of all Organizers, Incorporators, or Partners.

**Filer Information:**

**By submitting this form I agree and accept this electronic filing as legal submission of my Articles of Organization.**

**Signature:** Andrew Pierce

**Date:** 09/26/2023

**Print Name:** Andrew Pierce

**Title:** Authorized Individual

**Email:** reports@wyomingllcattorney.com

**Daytime Phone #:** (307) 683-0983



Wyoming Secretary of State  
Herschler Bldg East, Ste.100 & 101  
Cheyenne, WY 82002-0020  
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## Consent to Appointment by Registered Agent

Cloud Peak Law, LLC, whose registered office is located at **1095 Sugar View Dr Ste 500, Sheridan, WY 82801**, voluntarily consented to serve as the registered agent for **AmeriStar MK Ltd. Liability Company** and has certified they are in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

I have obtained a signed and dated statement by the registered agent in which they voluntarily consent to appointment for this entity.

Signature: Andrew Pierce Date: 09/26/2023  
Print Name: Andrew Pierce  
Title: Authorized Individual  
Email: reports@wyomingllcattorney.com  
Daytime Phone #: (307) 683-0983

**STATE OF WYOMING**  
**Office of the Secretary of State**

I, CHUCK GRAY, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

**CERTIFICATE OF ORGANIZATION**  
**AmeriStar MK Ltd. Liability Company**

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **26th** day of **September, 2023** at **9:38 AM**.

Remainder intentionally left blank.



Filed Date: 09/26/2023

A handwritten signature in cursive script that reads 'Chuck Gray'.

Secretary of State

Filed Online By:  
Andrew Pierce  
on 09/26/2023



**SOLE MEMBER OPERATING AGREEMENT  
OF  
\_\_\_\_\_AMERISTAR MK\_\_\_\_\_, LLC**

**A Wyoming Limited Liability Company**

THIS OPERATING AGREEMENT ("Agreement") is made and entered into as of SEPTEMBER 26, 2023, by and among AMERISTAR MK, LLC a Wyoming Limited Liability Company (the "Company") and FRED W. FREITAG IV, executing this Agreement as the sole member of the Company (the "Member") and hereby states as follows:

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

**1. Organization.**

**1. Formation of LLC.**

The Member has formed a Wyoming Limited Liability Company named AMERISTAR MK, LLC by filing the Articles of Organization with the office in the State of Wyoming on SEPTEMBER 26, 2023. The operation of the Company shall be governed by the terms of this Agreement and the applicable laws of the State of Wyoming relating to the formation, operation and taxation of a LLC, specifically the provisions under Title 17, Chapter 29 (Wyoming Limited Liability Company Act) which set out the guidelines and procedures for the formation and operation of a LLC hereinafter collectively referred to as the "Statutes." To the extent permitted by the Statutes, the terms and provisions of this Agreement shall control in the event there is a conflict between the Statutes and this Agreement.

**2. Purposes and Powers.**

a) The purposes of the Company shall be:

(i) TO ASSIST IN ESCROW FINANCIAL, REAL ESTATE, INVENTORY  
AND CONSTRUCTION TRANSACTIONS; and

(ii) To perform or engage in any and all activities and/or businesses for which limited liability companies may be engaged under the Statutes.

b) The Company shall have all powers necessary and convenient to affect any purpose for which it is formed, including all powers granted by the Statutes.

3. Duration.

The Company shall continue in existence until dissolved, liquidated or terminated in accordance with the provisions of this Agreement and, to the extent not otherwise superseded by this Agreement, the Statutes.

4. Registered Office and Resident Agent.

The Registered Office and Resident Agent of the Company shall be as designated in the initial Articles of Organization/Certificate of Organization or any amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Statutes, or, if different from the Statutes, in accordance with the provisions of this Agreement. If the Resident Agent shall ever resign, the Company shall promptly appoint a successor agent.

5. Capital Contributions and Distributions.

The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

6. Books, Records and Accounting.

a) Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member.

b) Fiscal Year; Accounting. The Company's fiscal year shall be the calendar year with an ending month of December.

1. Member's Capital Accounts.

A Capital Account for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital



Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

2. U.S. Federal / Wyoming State Income Tax Treatment.

The Member intends that the Company, as a single member LLC, shall be taxed as a sole proprietorship in accordance with the provisions of the Internal Revenue Code. Any provisions herein that may cause the Company not to be taxed as a sole proprietorship shall be inoperative.

3. Rights, Powers and Obligations of Member.

- a. Authority. FRED W. FREITAG IV, as sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company.
- b. Liability to Third Parties. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court.
- c. Rights, Powers and Obligations of Manager.
- d. The Company is organized as a "member-managed" limited liability company.
- e. The Member is designated as the initial managing member.
- f. Ownership of Company Property.

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

g. Other Activities.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.



1. Limitation of Liability; Indemnification.

a) Limitation of Liability and Indemnification of Member.

- i. The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.
- ii. The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth in Section 10(a)(i).

- iii. Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification.
- iv. All rights of the Member to indemnification under this Section 10(a) shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.
- v. The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

1. Death, Disability, Dissolution.

- a. Death of Member. Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.
- b. Disability of Member. Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.
- c. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of:
  - i. At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement.



ii. The determination by the Member that the Company shall be dissolved.

1. Miscellaneous Provisions.

- a. Article Headings. The Article headings and numbers contained in this Agreement have been inserted only as a matter of convenience and for reference, and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Agreement.
- b. Entire Agreement. This Agreement constitutes the entire agreement between the Member and the Company. This Agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter hereof.
- c. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- d. Amendment. This Agreement may be amended or revoked at any time by a written document executed by the Member.
- e. Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.
- f. Governing Law. This Agreement is being executed and delivered in the State of Wyoming and shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming.

**IN WITNESS WHEREOF**, the Member has hereunto set such Member's hand as of the day and year first above written.

AMERISTAR MK, LLC \_\_\_\_\_, LLC

Managing Member's Signature: \_\_\_\_\_

Print Name: FRED W. FREITAG IV



## Business Signature Card



In this signature card, the words **I, me,** and **my** mean, as applicable, the business entity or person identified below and each individual who is authorized to be a signer on the Account and who signs below on behalf of me; **Bank** means Citizens Bank, N.A. and **Account** means the deposit account(s) identified below which will be used primarily for business purposes.

### 1 Account Information

#### TITLE AND PRINCIPAL BUSINESS ADDRESS

AMERISTAR MK LTD LIABILITY COMPANY  
1041 APPLEJACK DR

#### ACCOUNT TYPE

Clearly Better Bus

#### ACCOUNT #

9873

#### SIGNING

SINGLE

GIBSONIA, PA 15044

### 2 Taxpayer Identification Number (TIN) Certification

TIN is a: ☐ Social Security Number  
☒ Employer Identification Number

1. [REDACTED] is my correct TIN. If a TIN has not been issued to me, I have applied for, or in the near future intend to apply for, a TIN. I understand that if I do not provide the Bank with a TIN within 60 days, my Account will be subject to backup withholding; and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Service (IRS) that I am currently subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. person (including a U.S. resident alien).

Cross out item 2 above if the IRS has notified you that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of Authorized Signer

09/28/2023  
Date

### 3 Agreement and Signatures (All authorized signers opening the Account must sign)

I have received a copy of the Citizens Bank Disclosures and Addendums, as applicable. By signing below, I acknowledge that I have read and understood the Bank's Deposit Account Agreement and related fee schedule, and any other documents that the Bank provided to me about my Account and Account services, **including**, without limitation, any Overdraft Line of Credit that has been added by any account holder at the time the Deposit Account was initially opened or at any time subsequent thereto, each as amended from time to time (all collectively and each individually referred to as "the Agreement"). By signing below, I agree to all the terms of the Agreement.

FRED W FREITAG IV Individual Owner

09/28/2023  
Date

09/28/2023  
Date

09/28/2023  
Date

09/28/2023  
Date

09/28/2023  
Date

09/28/2023  
Date

Prepared By: Johnna Vellie  
09/04/2024

State: PA

Case Number: 88863490

Date: 09/28/2023 Branch #: 831



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**From:** Frankel, Molly M [REDACTED]  
**Sent:** Thursday, January 18, 2024 7:22 PM  
**To:** info@ameristarinvestment.com  
**Subject:** Attached letter from Citizens Financial Group, Inc.  
**Attachments:** C&D Letter\_Ameristar Investments\_Jan 2024\_.docx

Dear Sir or Madam,

Please see the attached courtesy copy of a letter that was sent today via overnight delivery to the following AmeriStar LLC executives: Richard E. Wonderlic, Eddie Britton, Roderick Frietes and Therese Hoard.

Very truly yours,

**Molly M. Frankel**

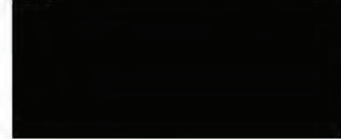
Associate General Counsel, Senior Vice President  
Citizens

[REDACTED]

citizensbank.com



**Molly M. Frankel** (she/her)  
Associate General Counsel  
Senior Vice President  
Citizens Financial Group,  
Inc.



January 18, 2024

**VIA OVERNIGHT DELIVERY**

**Copy by Email to [info@ameristarinvestment.com](mailto:info@ameristarinvestment.com)**

Richard E. Wonderlic  
Executive Officer  
AmeriStar LLC  
400 Lakeview Parkway  
Vernon Hills, IL 60061

Roderick Frietes  
Executive Officer  
AmeriStar LLC  
1712 Pioneer Avenue, Ste. 500  
Cheyenne, WY 82001

Eddie Britton  
Executive Officer  
AmeriStar LLC  
1712 Pioneer Avenue, Ste. 500  
Cheyenne, WY 82001

Therese Hoard  
Director  
AmeriStar LLC  
1712 Pioneer Avenue, Ste. 500  
Cheyenne, WY 82001

Dear Ladies and Gentlemen:

I am in-house counsel at Citizens Financial Group, Inc. ("Citizens"), a multibank holding company with combined assets of over \$222 billion. I am writing to demand that AmeriStar LLC ("AmeriStar") immediately cease and desist its unauthorized use of Citizens' trade name and trademark on its company website, <https://ameristarinvestment.com>, and marketing materials accessible thereon.

As I am sure you are aware, Citizens has for more than a century provided a full range of financial related products and services in the United States under the "CITIZENS" family of trademarks ("Marks"). Citizens holds numerous registrations for its Marks, including among others United States Registration No. 3269702 for the mark "CITIZENS BANK" which covers retail and commercial banking services. Citizens has invested significant effort and expense in creating, using, marketing and protecting its Marks.



January 18, 2024

Page 2

It has recently come to our attention that AmeriStar has included Citizens' Marks on the pages of its website on which it lists banks with whom it purportedly does business, including the page entitled "Our Banks". Similarly, we understand that AmeriStar has also included Citizens' Marks in both its marketing collateral, including a 2023 presentation deck entitled "Understanding our High Yield Certificate of Deposit Program" that it makes available on its website, and on its social media accounts on Facebook (@AmeriStar) and Instagram (@ameristarinvest).

Your company's inclusion of Citizens' Marks on your website, in your marketing materials and on your social media accounts falsely suggests the existence of a professional relationship between AmeriStar and Citizens. Under these circumstances, we are concerned about the likelihood that your customers and potential customers will be confused into believing that your services emanate from or are somehow sponsored by or affiliated with Citizens. Such confusion would serve to detract from the goodwill which Citizens has built in its brand to the detriment of its goodwill and legal rights and constitutes an infringement and dilution of Citizens' federal trademark rights.

Accordingly, Citizens demands that you take immediate steps to remove all of our Marks from your website, social media accounts and marketing collateral, and cease all further use of our Marks, regardless of form in connection with your commercial activities. Please send an email confirming your intentions in the matter to my email address listed above no later than 5:00 p.m. EST Thursday, January 25, 2024. Failure to do so shall be considered an intentional and willful infringement of Citizens' Marks, potentially entitling Citizens to multiple damages and an award of attorneys' fees in the event that litigation becomes necessary. Citizens hereby reserves all rights and remedies with respect to this matter.

Thank you for your prompt attention to this matter.

Very truly yours,

Molly M. Frankel  
Associate General Counsel  
Citizens Financial Group, Inc.